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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

CHARLES GOSWITZ,

Defendant.

No. CR 15-0251-_____

PLEA AGREEMENT FOR DEFENDANT
CHARLES GOSWITZ

1. This constitutes the plea agreement between Charles Goswitz ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a one-count information in

1 the form attached to this agreement as Exhibit A or a substantially
2 similar form, which charges defendant with obstructing a sex
3 trafficking investigation, in violation of 18 U.S.C. § 1591(d).

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing
6 contained in this agreement.

7 d. Appear for all court appearances, surrender as
8 ordered for service of sentence, obey all conditions of any bond, and
9 obey any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that
11 would be excluded for sentencing purposes under United States
12 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines")
13 § 4A1.2(c) are not within the scope of this agreement.

14 f. Be truthful at all times with Pretrial Services,
15 the United States Probation Office, and the Court.

16 g. Pay the applicable special assessment at or
17 before the time of sentencing unless defendant lacks the ability to
18 pay and prior to sentencing submits a completed financial statement
19 on a form to be provided by the USAO.

20 THE USAO'S OBLIGATIONS

21 3. The USAO agrees to:

22 a. Not contest facts agreed to in this agreement.

23 b. Abide by all agreements regarding sentencing
24 contained in this agreement.

25 c. At the time of sentencing, move to dismiss the
26 underlying complaint as against defendant. Defendant agrees,
27 however, that at the time of sentencing the Court may consider any
28 dismissed charges in determining the applicable Sentencing Guidelines

1 range, the propriety and extent of any departure from that range, and
2 the sentence to be imposed.

3 d. At the time of sentencing, provided that
4 defendant demonstrates an acceptance of responsibility for the
5 offense up to and including the time of sentencing, recommend a two-
6 level reduction in the applicable Sentencing Guidelines offense
7 level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary,
8 move for an additional one-level reduction if available under that
9 section.

10 NATURE OF THE OFFENSE

11 4. Defendant understands that for defendant to be guilty of
12 the crime charged in the information, that is, obstructing a sex
13 trafficking investigation, in violation of Title 18, United States
14 Code, Section 1591(d), the following must be true:

15 First, the defendant obstructed, attempted to obstruct, or
16 interfered with the enforcement of Title 18, United States Code,
17 Section 1591; and

18 Second, the defendant did so knowingly;
19 Defendant admits that defendant is, in fact, guilty of the offense as
20 described in the information.

21 PENALTIES AND RESTITUTION

22 5. Defendant understands that the statutory maximum sentence
23 that the Court can impose for a violation of Title 18, United States
24 Code, Section 1591(d) is: 20 years imprisonment; a 3-year period of
25 supervised release; a fine of \$250,000 or twice the gross gain or
26 gross loss resulting from the offense, whichever is greatest; and a
27 mandatory special assessment of \$100.

1 6. Defendant understands that supervised release is a period
2 of time following imprisonment during which defendant will be subject
3 to various restrictions and requirements. Defendant understands that
4 if defendant violates one or more of the conditions of any supervised
5 release imposed, defendant may be returned to prison for all or part
6 of the term of supervised release authorized by statute for the
7 offense that resulted in the term of supervised release, which could
8 result in defendant serving a total term of imprisonment greater than
9 the statutory maximum stated above.

10 Defendant understands that defendant will be required to pay
11 full restitution to the victims of the offense. Defendant agrees
12 that, in return for the USAO's compliance with its obligations under
13 this agreement, the amount of restitution is not restricted to any
14 amounts alleged in the count to which defendant is pleading guilty
15 and may include losses arising from counts dismissed and charges not
16 prosecuted pursuant to this agreement as well as all relevant conduct
17 in connection with those counts and charges.

18 7. Defendant understands that, by pleading guilty, defendant
19 may be giving up valuable government benefits and valuable civic
20 rights, such as the right to vote, the right to possess a firearm,
21 the right to hold office, and the right to serve on a jury.
22 Defendant understands that once the court accepts defendant's guilty
23 plea, it will be a federal felony for defendant to possess a firearm
24 or ammunition. Defendant understands that the conviction in this
25 case may also subject defendant to various other collateral
26 consequences, including but not limited to revocation of probation,
27 parole, or supervised release in another case and suspension or
28 revocation of a professional license. Defendant understands that

1 unanticipated collateral consequences will not serve as grounds to
2 withdraw defendant's guilty plea.

3 8. Defendant understands that, if defendant is not a United
4 States citizen, the felony conviction in this case may subject
5 defendant to: removal, also known as deportation, which may, under
6 some circumstances, be mandatory; denial of citizenship; and denial
7 of admission to the United States in the future. The court cannot,
8 and defendant's attorney also may not be able to, advise defendant
9 fully regarding the immigration consequences of the felony conviction
10 in this case. Defendant understands that unexpected immigration
11 consequences will not serve as grounds to withdraw defendant's guilty
12 plea.

13 FACTUAL BASIS

14 9. Defendant admits that defendant is, in fact, guilty of the
15 offense to which defendant is agreeing to plead guilty. Defendant
16 and the USAO agree to the statement of facts provided below and agree
17 that this statement of facts is sufficient to support a plea of
18 guilty to the charge described in this agreement and to establish the
19 Sentencing Guidelines factors set forth in paragraph 11 below but is
20 not meant to be a complete recitation of all facts relevant to the
21 underlying criminal conduct or all facts known to either party that
22 relate to that conduct.

23 Statement of Facts

24 In or about March 2013, Homeland Security Investigations
25 ("HSI") Special Agents initiated a human trafficking
26 investigation based on information received from the Long Beach
27 Police Department. As part of their investigation into
28 potential human sex trafficking, in violation of Title 18,
United States Code, Section 1591, on April 10, 2013, HSI Special
Agents contacted defendant Charles Goswitz to question him
regarding his knowledge of, and contacts with, a minor victim,

1 whose whereabouts at that time were unknown. During a
2 voluntary interview, the Special Agents told defendant Goswitz
3 that the minor victim was missing, and that she was a potential
4 victim of human trafficking. Knowing that information,
5 defendant Goswitz then falsely stated to the Special Agents that
6 he had never met the minor victim. Defendant further stated
7 that he obtained photographs of the minor victim from online and
8 used them to post his own advertisements in an attempt to meet
9 women.

10 Contrary to defendant Goswitz's April 10, 2013, statements,
11 the HSI Special agents subsequently learned through searches of
12 email accounts linked to both defendant and the minor victim,
13 that prior to their April 10, 2013, interview with defendant, he
14 had in fact been in contact with the minor victim and had
15 engaged in commercial sex acts with her. In a subsequent
16 voluntary interview with the HSI Special Agents conducted on
17 June 20, 2013, defendant Goswitz admitted that he had previously
18 told the agents that he found the minor victim's photographs
19 online, and had never met her. Then, after being confronted
20 with the fact that he had emailed sexually explicit photographs
21 of the minor victim (including photographs of defendant and the
22 minor victim engaging in sex acts) to her, defendant admitted
23 that he had met with the minor victim for a date, on which he
24 had solicited her for commercial sex acts.

25 SENTENCING FACTORS

26 10. Defendant understands that in determining defendant's
27 sentence the Court is required to calculate the applicable Sentencing
28 Guidelines range and to consider that range, possible departures
under the Sentencing Guidelines, and the other sentencing factors set
forth in 18 U.S.C. § 3553(a). Defendant understands that the
Sentencing Guidelines are advisory only, that defendant cannot have
any expectation of receiving a sentence within the calculated
Sentencing Guidelines range, and that after considering the
Sentencing Guidelines and the other § 3553(a) factors, the Court will
be free to exercise its discretion to impose any sentence it finds
appropriate up to the maximum set by statute for the crime of
conviction.

11. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level: 24 [U.S.S.G. § 2G1.3(a)(4)]

Specific Offense Characteristics

(use of a computer): +2 [U.S.S.G. § 2G1.3(b)(3)]

(commission of a sex act or sexual contact): +2 [U.S.S.G. § 2G1.3(b)(4)]

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate. Defendant understands that defendant's offense level could be increased if defendant is a career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's offense level is so altered, defendant and the USAO will not be bound by the agreement to Sentencing Guideline factors set forth above.

12. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

13. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

14. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if

1 necessary have the court appoint counsel -- at trial. Defendant
2 understands, however, that, defendant retains the right to be
3 represented by counsel -- and if necessary have the court appoint
4 counsel -- at every other stage of the proceeding.

5 d. The right to be presumed innocent and to have the
6 burden of proof placed on the government to prove defendant guilty
7 beyond a reasonable doubt.

8 e. The right to confront and cross-examine witnesses
9 against defendant.

10 f. The right to testify and to present evidence in
11 opposition to the charges, including the right to compel the
12 attendance of witnesses to testify.

13 g. The right not to be compelled to testify, and, if
14 defendant chose not to testify or present evidence, to have that
15 choice not be used against defendant.

16 h. Any and all rights to pursue any affirmative
17 defenses, Fourth Amendment or Fifth Amendment claims, and other
18 pretrial motions that have been filed or could be filed.

19 WAIVER OF APPEAL OF CONVICTION

20 15. Defendant understands that, with the exception of an appeal
21 based on a claim that defendant's guilty plea was involuntary, by
22 pleading guilty defendant is waiving and giving up any right to
23 appeal defendant's conviction on the offense to which defendant is
24 pleading guilty.

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 16. Defendant agrees that, provided the Court imposes a total
27 term of imprisonment on all counts of conviction of no more than 71
28 months, defendant gives up the right to appeal all of the following:

(a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the court, provided it is within the statutory maximum; and (d) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in General Orders 318, 01-05, and/or 05-02 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7); and any conditions of probation or supervised release agreed to by defendant in paragraph 2 above.

17. The USAO agrees that, provided (a) all portions of the sentence are at or above the statutory maximum specified above and (b) the Court imposes a term of imprisonment of no less than 57 months, the USAO gives up its right to appeal any portion of the sentence.

RESULT OF WITHDRAWAL OF GUILTY PLEA

18. Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement; and (b) should the USAO choose to pursue any charge or any civil, administrative, or regulatory action that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-

1 indictment delay, or any speedy trial claim with respect to any such
2 action, except to the extent that such defenses existed as of the
3 date of defendant's signing this agreement.

4 EFFECTIVE DATE OF AGREEMENT

5 19. This agreement is effective upon signature and execution of
6 all required certifications by defendant, defendant's counsel, and an
7 Assistant United States Attorney.

8 BREACH OF AGREEMENT

9 20. Defendant agrees that if defendant, at any time after the
10 signature of this agreement and execution of all required
11 certifications by defendant, defendant's counsel, and an Assistant
12 United States Attorney, knowingly violates or fails to perform any of
13 defendant's obligations under this agreement ("a breach"), the USAO
14 may declare this agreement breached. All of defendant's obligations
15 are material, a single breach of this agreement is sufficient for the
16 USAO to declare a breach, and defendant shall not be deemed to have
17 cured a breach without the express agreement of the USAO in writing.
18 If the USAO declares this agreement breached, and the Court finds
19 such a breach to have occurred, then: (a) if defendant has previously
20 entered a guilty plea pursuant to this agreement, defendant will not
21 be able to withdraw the guilty plea, and (b) the USAO will be
22 relieved of all its obligations under this agreement.

23 21. Following the Court's finding of a knowing breach of this
24 agreement by defendant, should the USAO choose to pursue any charge
25 or any civil, administrative, or regulatory action that was either
26 dismissed or not filed as a result of this agreement, then:

27 a. Defendant agrees that any applicable statute of
28 limitations is tolled between the date of defendant's signing of

1 this agreement and the filing commencing any such action.

2 b. Defendant waives and gives up all defenses based
3 on the statute of limitations, any claim of pre-indictment delay, or
4 any speedy trial claim with respect to any such action, except to the
5 extent that such defenses existed as of the date of defendant's
6 signing this agreement.

7 c. Defendant agrees that: (i) any statements made by
8 defendant, under oath, at the guilty plea hearing (if such a hearing
9 occurred prior to the breach); (ii) the agreed to factual basis
10 statement in this agreement; and (iii) any evidence derived from such
11 statements, shall be admissible against defendant in any such action
12 against defendant, and defendant waives and gives up any claim under
13 the United States Constitution, any statute, Rule 410 of the Federal
14 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
15 Procedure, or any other federal rule, that the statements or any
16 evidence derived from the statements should be suppressed or are
17 inadmissible.

18 COURT AND PROBATION OFFICE NOT PARTIES

19 22. Defendant understands that the Court and the United States
20 Probation Office are not parties to this agreement and need not
21 accept any of the USAO's sentencing recommendations or the parties'
22 agreements to facts or sentencing factors.

23 23. Defendant understands that both defendant and the USAO are
24 free to: (a) supplement the facts by supplying relevant information
25 to the United States Probation Office and the Court, (b) correct any
26 and all factual misstatements relating to the Court's Sentencing
27 Guidelines calculations and determination of sentence, and (c) argue
28 on appeal and collateral review that the Court's Sentencing

1 Guidelines calculations and the sentence it chooses to impose are not
2 error, although each party agrees to maintain its view that the
3 calculations in paragraph 11 are consistent with the facts of this
4 case. While this paragraph permits both the USAO and defendant to
5 submit full and complete factual information to the United States
6 Probation Office and the Court, even if that factual information may
7 be viewed as inconsistent with the facts agreed to in this agreement,
8 this paragraph does not affect defendant's and the USAO's obligations
9 not to contest the facts agreed to in this agreement.

10 24. Defendant understands that even if the Court ignores any
11 sentencing recommendation, finds facts or reaches conclusions
12 different from those agreed to, and/or imposes any sentence up to the
13 maximum established by statute, defendant cannot, for that reason,
14 withdraw defendant's guilty plea, and defendant will remain bound to
15 fulfill all defendant's obligations under this agreement. Defendant
16 understands that no one -- not the prosecutor, defendant's attorney,
17 or the Court -- can make a binding prediction or promise regarding
18 the sentence defendant will receive, except that it will be within
19 the statutory maximum.

20 NO ADDITIONAL AGREEMENTS

21 25. Defendant understands that, except as set forth herein,
22 there are no promises, understandings, or agreements between the USAO
23 and defendant or defendant's attorney, and that no additional
24 promise, understanding, or agreement may be entered into unless in a
25 writing signed by all parties or on the record in court.

26 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING


27 26. The parties agree that this agreement will be considered
28 part of the record of defendant's guilty plea hearing as if the

1 entire agreement had been read into the record of the proceeding.

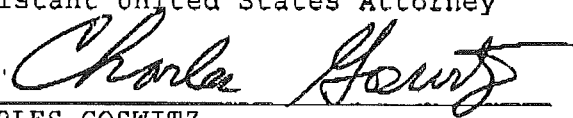
2 AGREED AND ACCEPTED

3 UNITED STATES ATTORNEY'S OFFICE
4 FOR THE CENTRAL DISTRICT OF
5 CALIFORNIA

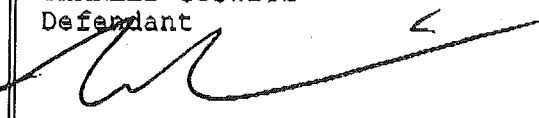
6 STEPHANIE YONEKURA
7 Acting United States Attorney

8 
9 LAWRENCE S. MIDDLETON
10 Assistant United States Attorney

5/20/15
Date

11 
12 CHARLES GOSWITZ
13 Defendant

5/19/15
Date


14 
15 EDWARD M. ROBINSON, ESQ.
16 Attorney for Defendant
17 Charles Goswitz

5/18/15
Date

18 CERTIFICATION OF DEFENDANT

19 I have read this agreement in its entirety. I have had enough
20 time to review and consider this agreement, and I have carefully and
21 thoroughly discussed every part of it with my attorney. I understand
22 the terms of this agreement, and I voluntarily agree to those terms.
23 I have discussed the evidence with my attorney, and my attorney has
24 advised me of my rights, of possible pretrial motions that might be
25 filed, of possible defenses that might be asserted either prior to or
26 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
27 of relevant Sentencing Guidelines provisions, and of the consequences
28 of entering into this agreement. No promises, inducements, or
representations of any kind have been made to me other than those
contained in this agreement. No one has threatened or forced me in

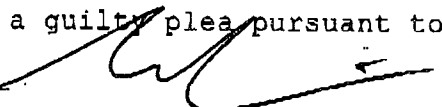
1 any way to enter into this agreement. I am satisfied with the
2 representation of my attorney in this matter, and I am pleading
3 guilty because I am guilty of the charge and wish to take advantage
4 of the promises set forth in this agreement, and not for any other
5 reason.

6 
7 CHARLES GOSWITZ
8 Defendant

5/18/15
Date

9 CERTIFICATION OF DEFENDANT'S ATTORNEY

10 I am Charles Goswitz' attorney. I have carefully and thoroughly
11 discussed every part of this agreement with my client. Further, I
12 have fully advised my client of his rights, of possible pretrial
13 motions that might be filed, of possible defenses that might be
14 asserted either prior to or at trial, of the sentencing factors set
15 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
16 provisions, and of the consequences of entering into this agreement.
17 To my knowledge: no promises, inducements, or representations of any
18 kind have been made to my client other than those contained in this
19 agreement; no one has threatened or forced my client in any way to
20 enter into this agreement; my client's decision to enter into this
21 agreement is an informed and voluntary one; and the factual basis set
22 forth in this agreement is sufficient to support my client's entry of
23 a guilty plea pursuant to this agreement.

24 
25 EDWARD M. ROBINSON, ESQ.
26 Attorney for Defendant
27 Charles Goswitz
28

5/18/15
Date